

EXHIBIT A

You Can Beam, LLC
Independent Contractor Agreement

This Independent Contractor Agreement (“Agreement”) is made and entered into as of the latest dated signature set forth on the signature page hereto (the “Effective Date”) by and between **You Can Beam, LLC** (the “Company”), and Josh Brueckner. (“Contractor”). The Company desires to retain Contractor as an independent contractor to perform social media influencer services for the Company. Contractor is willing to perform such services, on terms set forth more fully below. In consideration of the mutual promises contained herein, the parties agree as follows:

1. Services. Contractor will perform for the Company the services, duties and tasks described in Exhibit A (“Services”). Contractor agrees to devote such time to these duties as set forth on Exhibit A and as the Company and Contractor reasonably agree from time to time. Only Contractor will provide the Services. Contractor acknowledges and agrees that the Company entered into this Agreement to retain the Contractor to perform the Services personally. Services are unique to the Company and the Company has determined that the Contractor is qualified to perform them by virtue of Contractor’s reputation and experience, and the Services are not to be performed by other individuals without the written consent of the Company.

2. Compensation. The Company will pay Contractor the compensation set forth in Exhibit B as sole compensation for the performance of the Services. The parties intend to establish an independent contractor relationship. Contractor will not participate in any of the Company’s employee benefit plans or perquisites. Contractor further disclaims, to the maximum extent permitted by applicable law, any intention or right to participate in any of the Company’s employee benefit plans or perquisites even if Contractor’s status with the Company is determined by a third party tribunal to be that of an employee.

3. Confidentiality.

a) “Confidential Information” means all trade secrets and confidential or proprietary information, whether or not in writing, concerning the Company’s business, technology, business relationships or financial affairs that the Company has not released to the general public. By way of illustration, Confidential Information may include information or material which has not been made generally available to the public, such as: (i) *corporate information*, including plans, strategies, methods or policies; (ii) *marketing information*, including strategies, methods, customer identities or other information about customers, prospect identities or other information about prospects, or market analyses or projections; and (iii) *financial information*, including cost and performance data, purchasing and sales data and price lists. Confidential Information also includes non-public information received in confidence by the Company from its customers or suppliers or other third parties.

b) Contractor will not, at any time, without the Company’s prior written permission, either during or after the

term of this Agreement, disclose any Confidential Information to anyone outside of the Company, or use or permit to be used any Confidential Information for any purpose other than the performance of the Services for or on behalf of the Company. Contractor will cooperate with the Company and use best efforts to prevent the unauthorized disclosure or use of any and all Confidential Information. Contractor will deliver to the Company all copies of Confidential Information in Contractor’s possession or control upon the earlier of a request by the Company or termination of this Agreement for any reason. During the term of this Agreement, Contractor will not, without the Company’s prior written approval, directly or indirectly disclose to anyone the terms of this Agreement.

4. Prior Agreements. Contractor agrees that Contractor will not, during the Term of this Agreement, improperly use or disclose any proprietary information or trade secrets of any former or current employer or other person or entity with which Contractor has an agreement or duty to keep in confidence information acquired by Contractor, if any.

5. Use of Likeness/Intellectual Property Rights.

a) Contractor hereby permits his, her or its name, performance, voice, signature, photograph, persona, character and likeness (each, a “Likeness”) and the Likeness of any of Contractor’s owners, members, managers, shareholders, officers, directors, employees, spokespersons and agents (each a “Contractor Spokesperson”) in connection with the endorsement of all products and services of Company in any and all methods and manners whatsoever including, but not limited to any Internet weblog or “blog” content, photos, videos, etc., and/or portrayal taken of Contractor or any Contractor Spokesperson or provided by Contractor or any Contractor Spokesperson of Contractor’s or any Contractor Spokesperson’s name, voice, portrayal, video, actions and/or likeness in connection with Company’s promotion of its goods, services, trademarks, and/or brands, and to use the results and proceeds thereof. Contractor further hereby permits the Company, during the Term and upon the request of the Company, (i) to whitelist the Contractor’s and Contractor Spokesperson’s social media posts, and (ii) to retweet Contractor’s and Contractor Spokesperson’s Likeness on official Company branded pages and handles.

b) Company shall furnish Contractor with such information and materials as Company deems necessary for the proper promotion of the Company and its products. Contractor may use the Company's name, trademarks, branding any copyrighted material and other intellectual property provided by the Company only in connection with the promotion of the Company and its products and only in accordance with the instructions of the Company. Company grants to the Contractor a non-exclusive right and license during the Term to use such name, trademarks, branding, copyrighted material and other intellectual property solely for such purposes. In the event of the expiration or termination of this Agreement, the Contractor agrees to discontinue immediately all use of such name, trademarks, branding, copyrighted material and other intellectual property as may have been previously authorized under this Agreement and the Contractor shall return to Company all business and promotional materials concerning or relating to the Company's products which may be in the Contractor's possession at the time of such termination.

6. Developments. Contractor will make full and prompt disclosure to the Company of all inventions, discoveries, designs, developments, methods, modifications, improvements, ideas, products, processes, algorithms, databases, computer programs, formulae, techniques, know-how, trade secrets, graphics or images, and audio or visual works and other works of authorship (collectively "Developments"), whether or not patentable or copyrightable, that are created, made, conceived or reduced to practice by Contractor in the performance of the Services (alone or jointly with others). Contractor acknowledges that all work performed by Contractor is on a "work for hire" basis, and Contractor hereby assigns and transfers and, to the extent any such assignment cannot be made at present, will assign and transfer, to the Company and its successors and assigns all Contractor's right, title and interest in all Developments that (a) relate to the business of the Company or any customer of the Company or any of the products or services being developed, manufactured, performed or sold by the Company; or (b) result from tasks assigned to Contractor by the Company and/or the Services, and all related patents, patent applications, trademarks and trademark applications, service marks and service mark applications, copyrights and copyright applications, and other intellectual property rights in all countries and territories worldwide and under any international conventions ("Intellectual Property Rights").

This Agreement does not obligate Contractor to assign to the Company any Development that is developed entirely on Contractor's own time and does not relate to the business efforts or research and development efforts in which, during the term of this Agreement, the Company actually is engaged or reasonably would be engaged.

7. Enforcement of IP Rights. Contractor will cooperate fully with the Company, both during and after the term of this Agreement, with respect to the procurement,

maintenance and enforcement of Intellectual Property Rights in, to or that claim or cover Developments. Contractor will sign, both during and after the term of this Agreement, all papers, including without limitation copyright applications, patent applications, declarations, oaths, assignments of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in any Development.

8. Documents and Other Materials. Contractor will keep and maintain adequate and current records of all Confidential Information and Developments developed by Contractor during the Term of this Agreement, which records will be available to and remain the sole property of the Company at all times.

9. Conflict of Interest/Exclusivity. Contractor represents and warrants that Contractor has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement, or that would preclude Contractor from fully complying with the provisions hereof, and further certifies that Contractor will not enter into such conflicting agreement during the term of this Agreement. The Contractor agrees that during the Term of this Agreement Contractor will not, and will cause each Contractor Spokesperson to not, take any action nor enter into any agreement(s) to endorse other products or services that would singularly or cumulatively, in the sole judgment of the Company, be competitive with the Company or the Company's products. This Agreement is exclusive in the supplement and sports nutrition industries (the "Exclusive Industries"). Including the following categories: pre-workout, creatine, protein, protein bar, amino acid, pump product, collagen, and weight loss/thermogenic categories (the "Exclusive Categories"). Accordingly, without limiting the generality of the foregoing, the Contractor agrees that during the Term of this Agreement, Contractor shall not, , and will cause each Contractor Spokesperson to not, without the Company's prior written consent:

- a) Participate in any commercial activity/event relating to the Exclusive Industries outside of any the Company activities/events;
- b) Act as a spokesperson, sponsor or influencer for brands or products in the Exclusive Industries; or
- c) Undertake sponsorship obligations or appearances that conflict with Contractor's sponsorship or appearance obligations for the Company (i.e., if there is a scheduling conflict between a Company sponsorship obligation and/or appearance and another party's sponsorship obligation and/or appearance, the Company will receive priority).

10. Non-Disparagement. Contractor agrees that, at all times during and after the Term of this Agreement Contractor will not, and will cause each Contractor Spokesperson to not, in any way disparage the Company or any of its affiliated entities, officers, directors, employees, personnel, policies, products or services. Further, Contractor will not, and will cause each Contractor Spokesperson to not, make any comments, statements or the like to the media, to any third parties or otherwise publicly that may be considered to be derogatory or detrimental to the good name or business reputation of the Company or any of its affiliated entities, officers, directors, employees, personnel, policies, products or services.

11. Representations and Warranties. Contractor understands that the Company respects proprietary rights and does not desire to acquire from Contractor any intellectual property or confidential information of third parties. Contractor represents and warrants to Company that (a) Contractor is not under any pre-existing obligation inconsistent with the terms of this Agreement, and (b) the Services to be performed under this Agreement and the results thereof (including without limitation any Development) will be Contractor's original work, free and clear of any claims or encumbrances of any kind.

12. Term. Unless earlier terminated as set forth in the Section 12 below, this Agreement will commence on the Effective Date and continue for an initial term of twelve (12) months (the "Initial Term"). The Initial Term shall automatically renew for successive twelve-month terms (each a "Renewal Term" and, collectively together with the Initial Term, the "Term") unless either party, not less than 120 days prior to the expiration of the Initial Term or applicable Renewal Term, notifies the other party of its election not to renew for another successive Renewal Term.

13. Termination. The Company may terminate this Agreement after six (6) months upon giving not less than thirty (30) days prior written notice thereof to Contractor. Any such notice will be addressed to Contractor at the address shown below or such other address as Contractor of which Company may notify Contractor. The Company may, in addition to any other rights it may have at law or in equity, terminate this Agreement immediately and if Contractor refuses to or is unable to perform the Services or is in breach of any material provision of this Agreement and fails to cure such refusal, failure or breach within ten (10) days of notice by the Company. Upon such termination all rights and duties of the parties toward each other will cease except the Company will be obliged to pay all amounts owing to Contractor for fees/commissions earned prior to termination, if any, in accordance with the provisions of Exhibit B and

The following Sections will survive expiration or termination of this Agreement: 2, 3, 6, 7, 8, 10, 13, 15, 16, 17, 20, 21 and 22.

14. Assignment. Neither this Agreement nor any right hereunder or interest herein may be assigned or transferred by Contractor without the express written consent of the Company. The Company may assign any or all of its rights and obligations under this Agreement without Contractor's written consent to any affiliate or to another third party affiliate by way of merger, acquisition, consolidation, or sale or transfer of all or substantially all of the Company's assets or capital stock. Any attempted assignment, delegation or transfer by a third party hereto in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the parties and their successors and assigns.

15. Independent Contractor; No Agency. Nothing in this Agreement will in any way be construed to constitute Contractor as an agent, employee or representative of the Company, but Contractor will perform the Services hereunder as an independent contractor. Contractor acknowledges and agrees that Contractor is obligated to report as income all compensation received by Contractor pursuant to this Agreement, and Contractor agrees to and acknowledges the obligation to pay all self-employment and other taxes thereon and that he will not be eligible for any employee benefits (nor does he desire any of them) and expressly waives any entitlement to such benefits. Contractor acknowledges and agrees that he will use his own discretion in performing the tasks assigned, within the scope of work specified by the Company. Contractor further agrees to indemnify the Company and hold it harmless to the extent of any obligation imposed on the Company (a) to pay withholding taxes or similar items or (b) resulting from Contractor's being determined not to be an independent contractor.

16. Equitable Relief. Contractor and the Company agree that it would be impossible or inadequate to measure and calculate the Company's damages from any breach by Contractor of this Agreement. Accordingly, Contractor and the Company agree that if Contractor breaches this Agreement, the Company will have available, in addition to any other right or remedy available, the right to obtain from any court of competent jurisdiction an injunction restraining such breach or threatened breach and specific performance of this Agreement without the need to post a bond or other security.

17. Severability. If any provision in this Agreement is found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, then the meaning of said provision will be construed, to the extent feasible, so as to render the provision enforceable, and if no feasible interpretation would save such provision, it will be severed from the remainder of this Agreement which will remain in full force and effect. In such event, the parties will negotiate, in good faith, a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.

18. **Amendment.** This Agreement may not be amended in any respect other than by written instrument executed by the party against whom enforcement is sought.

19. **Entire Agreement.** The terms and conditions of this Agreement constitute the entire agreement between the parties and supersede all previous agreements and understandings, whether oral or written, between the parties hereto with respect to the subject matter hereof, and no agreement or understanding varying or extending the same will be binding upon either party hereto unless in a written document which expressly refers to this Agreement and which is signed by the party to be bound thereby.

20. **Governing Law and Personal Jurisdiction.** This Agreement will be governed by and construed in accordance with the internal laws of the State of New York, without reference to its principles of conflict of laws. Contractor hereby agrees to consent to personal jurisdiction of the state and federal courts situated within the city of New York, NY for purposes of enforcing this Agreement, and waive any objection that Contractor might have to personal jurisdiction or venue in those courts.

21. **Notices.** All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or: (a) personal delivery to the party to be

notified, (b) when sent, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, or (c) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on the signature page or to such e-mail address or mailing address as subsequently modified by written notice given in accordance with this Section.

22. **No Waiver.** No waiver of any term or condition of this Agreement will be valid or binding on either party unless the same will have been mutually assented to in writing by both parties. The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, will in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of either party to enforce each and every such provision thereafter. The express waiver by either party of any provision, condition or requirement of this Agreement will not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

23. **Counterparts.** This agreement may be signed in one or more counterparts.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused to be executed or executed this Independent Contractor Agreement as of the day and year written below.

CONTRACTOR

[Josh Brueckner]



You Can Beam, LLC

Russell Saks, President

Date:

Date:

Mailing Address:

Mailing Address:

404 N. Main St.
Romeo, MI 48065

144 E. 44th St, Lower Level
NY, NY 10017

Email Address: Jbrueckbusiness@gmail.com Email Address: rsaks@youcanbeam.com

EXHIBIT A

SERVICES

Contractor will render to the Company the following Services During the Term:

1. Contractor Post Requirements

- (i) At least 6 Instagram Static Wall or Video Posts per year. With at least 1 being a “launch post” on the “@joshbrueckner” account and at least 5 additional posts throughout the year.
(<https://instagram.com/joshbrueckner>)
- (ii) At least 1 Instagram Story per week showing and mentioning a Company product leading to a “swipe up” to the Company website on the “@joshbrueckner” account. (<https://instagram.com/joshbrueckner>)
- (iii) The Company to be represented in at least 1 monthly YouTube channel video on the “Jatie Vlogs” channel:
https://www.youtube.com/channel/UCnM1ay_QoQOpalN2iejLA7A/videos
 - Contractor to put his coupon code and website YouCanBeam.com on the screen when speaking or referencing BEAM in YouTube video. Note this is only needed once per video. Contractor will commit a minimum of 60 seconds per video for the BEAM integration.

Posting Rules:

- 1. Contractor must make sure to always tag the official “BEAM” Instagram account on all Instagram static posts.
- 2. Contractor must make sure to always link official BEAM website (YouCanBeam.com) and coupon code must be in description box of all YouTube videos (even if “BEAM” is not mentioned in the video).
- 3. Contractor must have the official “BEAM” Instagram handle and discount code in ALL his social media bios for the length of this agreement.
- 4. Contractor will attend, and represent the Company at least one (1) trade show per year. Flight and hotel expenses to be covered by You Can Beam, LLC.

****This agreement will go into effect no later than February 1st 2020. If this agreement does not start by February 1st 2020, Contractor has the right to seek other opportunities and terminate this agreement.**

EXHIBIT B
Compensation

In consideration of Contractor sales performance hereunder, Contractor shall be entitled to and Company shall pay to Contractor during the Term:

- [a fixed monthly retainer of \$15,000 per month (the “Retainer”); and]
- Customers will be tracked by using Contractor’s unique coupon code or link (the “Contractor Coupon Code”). Such Contractor Coupon Code will be provided by the Company to the Contractor, will include a 10% discount off of Company’s list prices for products and may be used as many times as the customer wishes during the Term of this agreement (the “Regular Commissions”)
- \$4.00 per each unit of Company products purchased by customers using Contractor’s shared unique coupon code or link (the “Contractor Coupon Code”). Contractor Coupon Code will be shared with Gabrielle Moses. Such Contractor Coupon Code will be provided by the Company to the Contractor, will include a 10% discount off of Company’s list prices for products and may be used as many times as the customer wishes during the Term of this agreement (the “Regular Commissions”)
- Where the Company does a limited edition run of products using Contractor’s Likeness (“Limited Edition Products”), in addition to the shared Commissions, Company shall pay to the Contractor during the Term the following bonus commissions per each unit of such Limited Edition Products purchased by customers using the Contractor Coupon Code dependent on the number of days between (i) the date on which the applicable Limited Edition Product are first made available by the Company for sale to the general public, and (ii) the date of purchase.
 - 30 days or less - \$6.00
 - more than 30 days but no more than 60 days - \$3.00
 - more than 60 days but no more than 90 days - \$2.00
 - more than 90 days - \$1.00

[The Retainer shall be paid to the Contractor monthly in arrears within 15 days following the month to which the applicable payment applies. The Retainer payment for any partial calendar month (e.g., at the beginning and end of the Term) shall be pro rated]

The Commissions shall be paid to Contractor monthly in arrears within 15 days following the month in which the applicable Commission was earned. Each such payment shall be accompanied by a statement from the Company setting forth the total number of units purchased under the Contractor Coupon Code or Link and the resulting Commission calculation.

All payments will be made electronically to an account designated by the Contractor.